

### III. REMARKS

Claims 1-6 are pending. Claims 1-2 have been amended. Applicant does not acquiesce in the correctness of the rejections and reserves the right to present specific arguments regarding any rejected claims not specifically addressed. Further, Applicant reserves the right to pursue the full scope of the subject matter of the original claims in a subsequent patent application that claims priority to the instant application. Reconsideration in view of the following remarks is respectfully requested.

Entry of this Amendment is proper under 37 C.F.R. §1.116(b) because the Amendment: (a) places the application in condition for allowance as discussed below; (b) does not raise any new issues requiring further search and/or consideration; and (c) places the application in better form for appeal. Accordingly, Applicants respectfully request entry of this Amendment.

In the Office Action, claims 4-5 are rejected under 35 U.S.C. 102(b) as being anticipated by Reeder, US 5,852,812; claim 1 was rejected under 35 USC 103(a) as allegedly being unpatentable over Boardman et al., US 6,456,986 ("Boardman") in view of Rubin et al., US 6,078,897 ("Rubin"); claims 2-3 were rejected under 35 USC 103(a) as allegedly being unpatentable over Boardman in view of Carter, US 6,553,350, in further view of Rubin; and claim 6 is rejected under 35 USC 103(a) as allegedly being unpatentable over Reeder in view of Boardman. Applicant respectfully submits that the claimed subject matter is allowable for the reasons stated below.

With regard to claim 4, Applicant submits that Reeder does not disclose each and every claimed feature. Specifically, for example, Reeder does not disclose, *inter alia*, "associating a set of rules with each service type provided by a service provider[.]" (Claim 4). Reeder discloses determining a price rule. (Col. 15, lines 33-34). However, in Reeder, the price rule is

determined based on the service ID, event ID and the customer profile. (Col. 15, lines 30-31; see also col. 15, lines 52-53, “[l]ook up surcharge pricing rule and discount pricing rule based on event id, service id, currency and subscription plan.”) That is, in Reeder, the price rule is determined using many factors, including event id, service id, currency and subscription plan. Reeder does not associate a service type with a pricing rule, i.e., not one-to-one relationship between service type and pricing rule. Actually, the Reeder system is exactly the type of prior art that the current invention specifically identifies as deficient and successfully overcomes. (See the specification of the current application at pages 3-4.) In sharp contrast, the claimed invention includes, *inter alia*, “associating a set of rules with each service type provided by a service provider[.]” In view of the foregoing, Reeder does not anticipate the claimed invention. Accordingly, Applicant respectfully requests withdrawal of the rejections.

In the Office Action, the Office asserts that FIGS. 7 and 10 of Reeder discloses “a price for a service type” and “a pricing rule for a service ID (type)[.]” respectively. (Office Action at page 2). Applicant respectfully disagrees because the Office is misinterpreting Reeder. The tables in FIG. 7 of Reeder do not show “a price for a service type[.]” instead, they only show that in an export format file (604 or 606), prices may be affected by service types. In addition, even if Reeder does show “a price for a service type[.]” it is irrelevant in this case because the claimed invention claims “associating a set of rules (not price) with each service type[.]” (Claim 4 of the claimed invention; emphasis and parenthetical explanation added). Moreover, FIG. 10 of Reeder shows exactly what Applicant argues above, i.e., a pricing rule of Reeder is determined based on event ID, service ID, subscription plans together. Reeder does not associate a set of rules with each service type. For example, in Reeder, two customers receiving the same type of service, but with different subscription plans, will be charged based on different pricing rules. In the claimed

invention, however, two customers receiving the same type of service will be charged based on the same rule set, even if they have different subscription plans. In view of the foregoing, Reedcr does not anticipate the claimed invention. Accordingly, Applicant respectfully requests withdrawal of the rejection.

With respect to claim 1, Applicant submits Boardman and/or Rubin fail to teach or suggest each and every feature of the claim. For instance, claim 1 recites a "calculation means, which, for each different type of customer service provided to a customer, identifies the rule set associated with the type of customer service, and calculates charges for each event belonging to the type of customer service based on the associated rule set." (Emphasis added). That is, in the claimed invention, each type of service is associated with a rule set that is utilized to calculate charges for this specific type of service. Contrary to the Office's assertion, Applicants submit that Boardman does not disclose or suggest this feature. In Boardman, e.g., FIG. 1, the selection of a price plan is based on many factors (conditions), not just type of service, following a tree structure. That is, Boardman does not disclose or suggest that each type of service is associated with a rule set.

In addition, within a rule set of Boardman, the selection of an algorithm is also based on many factors (conditions) following a tree structure. That is, a price plan of Boardman does not "define only one charge calculation method[.]" (Claim 1 of the claimed invention). Rather, within a price plan of Boardman, there are many algorithms to be further selected. In view of the foregoing, contrary to the Office's assertion, Boardman does not disclose or suggest, "each [rule set] define[s] one charge calculation method that is employed in accordance with a type of customer service[.]" (Claim 1 of the claimed invention). Robin does not overcome, *inter alia*,

this deficiency of Boardman. Accordingly, Applicant respectfully requests withdrawal of the rejection.

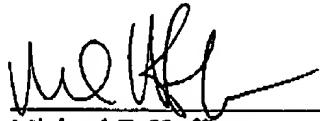
The above arguments regarding claim 1 also apply to claim 2, as Robin and Carter do not overcome, *inter alia*, the above identified deficiencies of Boardman. In view of the foregoing, the suggested combinations of the cited prior art do not disclose or suggest each and every claimed feature. Accordingly, Applicant respectfully requests withdrawal of the rejections.

Dependent claims 3, 5 and 6 are believed allowable for the reasons discussed above, as well as for their own additional features.

Applicant respectfully submits that the application is in condition for allowance. Should the Examiner believe that anything further is necessary to place the application in better condition for allowance, the Examiner is requested to contact Applicant's undersigned attorney at the telephone number listed below.

Respectfully submitted,

Date: 2/20/06



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